

STANDARD SERVICE CONTRACT

Davis Guest Home, Inc

THIS CONTRACT, by and between the County of Modoc, a political subdivision of the State of California, hereinafter called “**COUNTY**”, and Lonny Davis, individually and d.b.a. **Davis Guest Home, Inc.**, hereinafter called “**CONTRACTOR.**”

RECITALS

WHEREAS, COUNTY has appropriated **\$195,000.00** during the Fiscal Year **2020-2021** to provide for a system of augmented support services to assist seriously mentally ill clients who reside in licensed Adult Residential Facilities; and

WHEREAS, CONTRACTOR represents that it is duly licensed and otherwise qualified to provide augmented support services in a residential setting; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ **CONTRACTOR** to provide these services.

NOW, THEREFORE, in consideration of the mutual promises set forth below, **COUNTY** and **CONTRACTOR** agree as follows:

1. All of the above Recitals are true and correct.
2. **TERM OF CONTRACT.** This Contract is for a term commencing on **July 1, 2020 through June 30, 2021** and will be automatically extended thereafter in one-year intervals, unless terminated earlier under paragraph 13 of this Agreement.
3. **SERVICES TO BE PROVIDED. CONTRACTOR,** in a competent and professional manner, promises to provide the specialized services as described in Exhibits “A” attached hereto and incorporated by this reference, to clients certified by County Mental Health Services staff as requiring augmented residential support services; clients accepted into **CONTRACTOR’S** program by **CONTRACTOR,** within 24 hours a request for authorization of services must be obtained.
4. **PAYMENT.**
 - A. **COUNTY** shall pay **CONTRACTOR** for clients approved for augmented residential support services in accordance with the following schedule:

Transitional Resident Charges	\$120.00 per client per day
<u>See attached Rate Quote Sheet</u>	
 - B. **COUNTY** shall pay **CONTRACTOR** on a monthly basis, in arrears for residential support services provided to authorized clients placed in

the **CONTRACTOR'S** facility from Modoc County. The fees for furnishing services under this Agreement shall be based on published Short Doyle/Medi-Cal and Community Residential Care Rates, which are subject to change without notice. County will refer to the most current published DMH letter to reference current Medi-Cal rates. Monthly payment will vary based on actual billed client days.

- C. Monthly Payment: **CONTRACTOR** shall bill **COUNTY** on or before the tenth (10) working day of the month following the month in which augmented support services were provided to the client. **COUNTY** shall provide **CONTRACTOR** with an approved form for use in billing the **COUNTY** for augmented support services provided under this Agreement. All billing forms shall clearly reflect client names, number of client days and negotiated net rate.
- D. Time Limit for Submitting Bills for Payment: **CONTRACTOR** shall submit a bill for services provided to the **COUNTY** for payment in accordance with the provisions of this Agreement. **COUNTY** shall not be obligated to pay **CONTRACTOR** for services provided which are the subject of any bill if **CONTRACTOR** submits to **COUNTY** more than One Hundred Eighty Days (180) after the date **CONTRACTOR** provides the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

COUNTY clients who are able to pay for augmented residential care services from other public or private resources are not billable under this Contract.

5. **CONTRACT DOCUMENTS.** This contract includes the following documents, which are hereby incorporated by reference as though fully set forth herein: Exhibit "A." Should there be any conflict among or between the terms and conditions of these documents, the documents will control in this order: Standard Service Contract, Exhibit "A."

6. **ASSIGNMENT AND DELEGATION.** Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

7. **STATUS OF CONTRACTOR.** The parties intend that **CONTRACTOR** in performing the services specified in this Agreement, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. **CONTRACTOR** is not to be considered an agent or employee of the **COUNTY** and is not entitled to participate in any Workers' Compensation benefits, pension plan, retirement plan, insurance bonus or similar benefits **COUNTY** provides its employees.

8. **WARRANTY.** **COUNTY** has relied upon the professional ability and training of **CONTRACTOR** as a material inducement to enter into this Agreement. **CONTRACTOR** hereby warrants that all work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it

being understood that acceptance of **CONTRACTOR'S** work by **COUNTY** shall not operate as a waiver or release.

9. **INDEMNIFICATION. CONTRACTOR** agrees to accept all responsibility for loss or damage to any person or entity and to indemnify, hold harmless, defend and release **COUNTY**, its agents and employees from and against any and all actions, claims, damages, disabilities or expenses, that may be asserted by any person or entity, including **CONTRACTOR**, arising out of or in connection with the performance of **CONTRACTOR** hereunder whether or not there is concurrent passive or active negligence on the part of the **COUNTY**, but excluding liabilities due to the sole active negligence or willful misconduct of **COUNTY**. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for the **CONTRACTOR** or its agents under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

10. **INSURANCE.** With respect to performance of work under this Agreement, **CONTRACTOR** shall maintain and shall require all of its sub-contractors to maintain insurance as described below:

- A. Workers' Compensation Insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language: This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Modoc, Department of Health Services, Mental Health Division.
- B. Commercial general liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000 combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:
 - 1. The County of Modoc, its officers and employees, is named as additional insured party under all policies or liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
 - 2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
 - 3. The insurance provided herein is primary coverage to the County of Modoc with respect to any insurance or self-insurance programs maintained by the County.

4. This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Modoc Department of Health Services, Mental Health Division.

C. Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 except where the Board authorizes lower limits, combined single limit for each occurrence. Said insurance shall include coverage for owned, hired and non-owned vehicles. Said policy shall be endorsed with the following language:

This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Modoc, Department of Health Services, Mental Health Division.

D. Professional liability insurance for all professional persons, either employed or sub-contracted by **CONTRACTOR**, providing services to clients, including but not limited to Rex Adamson, M.D., Psychiatrist, for all activities of the professional person arising out of or in connection with services provided to clients, in an amount not less than \$1,000,000 except where the Board authorizes lower limits, combined single limit for each occurrence. Said policy shall be endorsed with the following language:

This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Modoc, Department of Health Services, Mental Health Division.

In the event **CONTRACTOR** cannot provide an occurrence policy, **CONTRACTOR** shall provide insurance covering claims made as a result of performance of this Agreement and shall maintain such insurance in effect for not less than two (2) years following completion of performance of this Agreement.

E. The following documentation shall be submitted to the County of Modoc:

1. Properly executed Certificates of Insurance clearly evidencing all coverage's, limits and endorsements required above. Said Certificates shall be submitted **prior** to the execution of this Agreement.
2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of Agreement.

3. Upon **COUNTY'S** written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of **COUNTY'S** request.

F. Policy Obligations: **CONTRACTOR'S** indemnity and other obligations shall not be limited by the foregoing insurance requirements.

G. Material Breach: If **CONTRACTOR**, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. **COUNTY**, at its sole option may terminate this Agreement and obtain damages from the **CONTRACTOR** resulting from said breach. Alternatively, **COUNTY** may purchase such required insurance coverage, and without further notice to **CONTRACTOR**, **COUNTY** may deduct from sums due to **CONTRACTOR** any premium costs advanced by **COUNTY** for such insurance. These remedies shall be in addition to any other remedies available to the **COUNTY**.

11. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

COUNTY: Modoc County Behavioral Health Services
Attn: Lisa Reed
441 North Main Street
Alturas, CA 96101

CONTRACTOR: Davis Guest Home, Inc.
Attn: Lonny Davis
1878 E. Hatch Road
Modesto, CA 95351

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

12. MERGER. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to C.C.P. §1856. No modifications or amendments of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13. TERMINATION. At any time and without cause the **COUNTY** or **CONTRACTOR** shall have the right to terminate this Agreement by giving forty-five (45) days written notice to the other party. In the event of such termination, **COUNTY** shall pay **CONTRACTOR** for services rendered to such date.

Without limiting the termination rights set forth above, **COUNTY** declares that it intends to terminate this Agreement concurrently with any written notice to **CONTRACTOR** or **COUNTY** of a determination by an appropriate authority that **CONTRACTOR** is not complying with the terms of this contract or the requirements of law or other pertinent regulations.

Likewise, without limiting its termination rights, the **COUNTY** declares its intent to terminate this Agreement should any state or federal agency withhold or terminate funding which **COUNTY** has anticipated using for payment for **CONTRACTOR'S** services.

If **CONTRACTOR** should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, **COUNTY** may terminate this Agreement by giving **CONTRACTOR** written notice of such termination, stating the reason for such termination. In such event, **CONTRACTOR** shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by **CONTRACTOR** bear to the total services otherwise required to be performed for such total fee; provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by **COUNTY** by virtue of the breach of the Agreement by **CONTRACTOR**.

14. **COST DISCLOSURE.** In accordance with Government code S7550, **CONTRACTOR** agrees to state in a separate portion of any filed report the numbers and amounts of all contracts and subcontracts relating to the preparation of the report.

15. **NONDISCRIMINATION.**

A. **CONTRACTOR** shall comply with all applicable federal, state and local laws, rules and regulations in regard to non discrimination in employment or on any other basis because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or any other prohibited basis.

B. **CONTRACTOR** has reviewed local ordinances pertaining to discrimination in housing, employment and services because of AIDS or HIV infection. **CONTRACTOR** agrees to comply with the provision of this agreement any extensions of the term.

C. **CONTRACTOR** is and will be committed to the principle that equal employment opportunity must be afforded to all persons regardless of race, color, ancestry, national origin, religion, sex, marital status, age, pregnancy, medical condition or handicap as required by applicable federal and state laws. **CONTRACTOR** agrees that no person shall suffer discrimination with respect to employment or other terms or conditions of employment with **CONTRACTOR** by reason of such person's status as enumerated above.

D. **CONTRACTOR** certified to the County of Modoc that **CONTRACTOR** is in full compliance with the above non-discrimination

policy and hereby agrees to maintain compliance with that non-discrimination policy throughout the term of this contract.

16. **EXTRA (CHANGED) WORK.** Only the Board of Supervisors may authorize extra or changed work. The parties expressly recognize that **COUNTY** personnel are without authorization to either order extra or changed work or waive contract requirements. Failure of the **CONTRACTOR** to secure Board authorization for such work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such un authorized work and the **CONTRACTOR** thereafter shall be entitled to no compensation whatsoever for the performance of such work.

CONTRACTOR further expressly waives any and all right or remedy by way of restitution and quantum merit for any and all written authorization of the Board of Supervisors.

17. **TAXES. CONTRACTOR** agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this agreement. In case **COUNTY** is audited for compliance regarding withholding or other applicable taxes, **CONTRACTOR** agrees to furnish **COUNTY** with proof of payment of taxes on those earnings.

18. **DOCUMENTS AND RECORDS. CONTRACTOR** agrees to permit **COUNTY** and any state agency authorized by **COUNTY'S** Mental Health Director, to inspect, review and copy all records, notes, and writing of any kind in connection with the services provided by **CONTRACTOR** under this Agreement. All such inspections and copying shall occur during normal business hours. **COUNTY** shall either make mutually agreeable arrangement for payment for copying with **CONTRACTOR** or, in the alternative; **COUNTY** and **CONTRACTOR** agree that **COUNTY** may use its own copying machine at **CONTRACTOR'S** premises without cost to **COUNTY**.

CONTRACTOR shall preserve all records relating to the services provided pursuant to this Contract until at least seven (7) years after this Contract ends.

19. **CONFIDENTIALITY. CONTRACTOR** agrees to keep all patient and client information confidential and **CONTRACTOR** will comply with all statutory and administrative requirements regarding confidentiality of patient and client information.

20. **CONSERVATOR STATUS. COUNTY** agrees that in the event individuals placed with **CONTRACTOR** are no longer conserved by **COUNTY**, **CONTRACTOR** will be notified as to the change of Conservator status.

21. **COUNTY** agrees to continue case management responsibility for any client whose Modoc County conservatorship terminates while at **CONTRACTOR'S** facility. **COUNTY** further agrees to work towards avoiding a non-conserved client leaving **CONTRACTOR'S** facility and becoming a Stanislaus permanent resident. All efforts will be made to relocate such a client to Modoc County for placement.

22. COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, CONTRACTOR will be notified as to the change of Conservator status.

23. Medi-Cal: Clients' Permanent Residence. County agrees that the resident's Medi-Cal codes remain within his/her county of origin throughout his/her stay at Contractor's facility. County agrees not to intentionally re-code resident's Medi-Cal county codes to Contractor's County. County agrees to promptly take steps to correct any coding error should a Medi-Cal number be re-coded through County's conduct in any manner to Contractor's County.

24. Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and/or amount owed. The clients SSI or SSI/SSA monthly residential board and care rate is currently \$1,069.37 per month for a client who receives one check and \$1,089.37 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement.

COUNTY agrees to continue case management responsibility for any client whose xxxxxx COUNTY conservatorship terminates while at CONTRACTOR'S facility. COUNTY further agrees to work towards avoiding a non-conserved client leaving CONTRACTOR'S facility and becoming a Stanislaus permanent resident. All efforts will be made to relocate such a client to xxxxxx COUNTY for placement.

COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than (7) days of non-medical leave and not more than (10) days of medical leave upon prior notification by CONTRACTOR.

25. In Special Situations Davis Guest Homes may require an adjustment to the daily rate based upon acuity, medical complexity, situations requiring a private room, and behavior problems requiring staff interventions beyond typical staff to client ratios. COUNTY may choose to pay the adjusted daily rate or move resident to a higher level of care.

26. COUNTY will give CONTRACTOR a written two-week notice upon terminating a residents placement at CONTRACTOR'S facility. Residents that are moved from CONTRACTORS facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

27. CONTRACTOR will hold a resident's bed for a total of ten days for in-patient hospitalization (Medical and or Psychiatric) per occurrence and seven days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within time frames indicated above, extensions may be secured with written notice to CONTRACTOR

28. HEALTH INSURANCE PORTIBILITY & ACCOUNTIBILITY ACT (HIPAA)

and HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC & CLINICAL HEALTH (HITECH) ACT BUSINESS ASSOCIATE AGREEMENT

- (a) Contractor shall comply with, and assist the County in complying with, the privacy and security requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; “HIPAA”), its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162, and 164), and the privacy and security requirements of the Health Information Technology for Economic and Clinical Health (HITECH) Act, hereinafter collectively referred to as the “Privacy Rule.” Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.
- (b) Except as otherwise limited in this Addendum, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of the County as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which the County complies.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum.
- (f) In the case of a breach of unsecured Protected Health Information used or maintained by Contractor, Contractor shall adhere to the notification requirements outlined in the HITECH Act, Part I, Section 13402, including the requirement that Contractor notify the County of a breach within thirty (30) calendar days after discovery of the breach. It is the responsibility of the County to notify individuals affected by a breach of unsecured Protected Health Information that is discovered by Contractor, as outlined in the HITECH Act, Part I, Section 13402. For the purposes of this Addendum, “unsecured Protected Health Information” is protected health information that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in guidance by the Secretary of the U.S. Department of Health and Human Services.
- (g) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor as a result of a use or disclosure of Protected Health Information by Contractor, which is in violation of the requirements of this Agreement.
- (h) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, or received by Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (i) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set; this Protected Health Information will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
- (j) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs, pursuant to 45 CFR Section 164.526, at the request of the County or an Individual, and in the time and manner designated by the County.

- (k) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (l) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (m) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services (“Secretary”), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County’s compliance with the Privacy Rule.
- (n) A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.
 - (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
 - (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
- (o) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.

29. **LICENSING AND PERMITS.** Contractor shall maintain the appropriate licenses and permits throughout the life of this Agreement.

30. **JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Modoc County, California.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signing below.

CONTRACTOR

Lonny Davis
Tax ID# 94-2532667

Date

**COUNTY OF MODOC, a Political Subdivision
of the State of California**

Stacy Sphar, DNP
Director of Mental Health Services

Date

APPROVED AS TO FORM

Margaret Long, County Counsel

Date

BOARD OF SUPERVISORS

Chair Board of Supervisors

Date

ATTEST

Tiffany Martinez
Modoc County Clerk/Deputy

Date

Exhibit A

Davis Guest Home

DESCRIPTION OF SERVICES and PROGRAM DESIGN for DAVIS GUEST HOME

1. History of Organization

Davis Guest Home Inc. has operated Residential Care Facilities since 1962. Davis Guest home has long enjoyed a reputation of providing quality care and services for individuals who require a level of care not generally provided by residential care homes.

2. Mission Statement

Davis Guest Home is designed as a residential care facility offering a broad range of services to residents requiring a structured environment due to mental health challenges. Our structured environment within a non-restrictive, supervised program, focuses on each resident's specific needs and interests. Davis Guest Home is unique among the larger facilities in Central California in that it has maintained a home-like environment that has developed over the years. This has been accomplished by carefully selecting personnel who genuinely care for the residents and by maintaining an ongoing training program for all levels of staff.

An environment of respect, encouragement, and appreciation is provided for each of our residents. Residents are encouraged and given support in discovering and acquiring independent living skills and self-help management skills. Residents are also encouraged to participate in many out-of-home activities that are provided in an effort to normalize lifestyles and allow social training opportunities within the community. These objectives support our desire to help each resident reach and maintain his/her highest possible quality of life. It is our expectation at Davis Guest Home that each resident will achieve individualized goals that will result in their being re-integrated into the community as soon as possible.

Davis Guest Home views our relationship with residents as a continuum of mental health services. We are committed to the team concept in assisting the client. This team includes the facility, our case management team, OUI' local emergency acute inpatient hospitals, the conservator, the psychiatrist, the resident's family, case manager, and the resident. We are dedicated to facilitating communication between all of the individuals and agencies that participate in the treatment strategies affecting residents.

3. Goals and Outcomes

Davis Guest Home instructs and encourages clients to participate in tasks that promote independent living skills. As a result of residing at Davis Guest Home and participating in our full range of activities we expect each individual will experience an enrichment of life. This may be evidenced in many different ways:

1. An ability to interact in the community in a socially acceptable manner.
2. An increased awareness of resources within the community that are available for the resident's information, recreation, transportation, etc.

3. The development of personal hygiene, grooming, dressing, and household living skills.
4. The development and discipline of social interaction skills with family members, staff and other residents.

4. Current Programs and Services Offered

Davis Guest Home is dedicated to discovering each resident's interest and goals and to assist our residents in achieving these with training opportunities, education and counseling. Each day Davis Guest Home provides opportunities for residents to participate in activities or educational opportunities in the following areas:

Educational:

- Money Management/Budgeting Training
- Interpersonal/Dyadic Communications Skills
- Family and Peer Relational Processes
- Responsibility Orientation, Cause/Effect Sequences
- Chemical Dependency/Substance Abuse Awareness

Socialization/Group Interactions:

- Current Events/Cultural Relativity
- Problem Solving/Life challenge-bridge
- Self-Disclosure/Transparency Therapy
- Healthy Responses to relational Pain/Trust Development
- Medication Support Group

Entertainment/Recreational

- Concerts and Community Events
- Holiday Celebrations
- Movies, Games, and Sports-
- AAA Baseball (Modesto Nuts)
- Stock Car Races (Madera Speedway)
- Bingo Bonanza
- Talent Shows/Competition
- Pizza/Ice Cream Socials
- Shopping Trips
- Birthday Celebrations

Davis Guest Home develops a schedule each month outlining daily routines, training opportunities, client council meetings, orientation time, and daily social/recreational opportunities. In constructing social/recreational and other schedules we attempt to coordinate events and situations to coincide with the Individual Program Plans that are developed for each client in our facility. The client council meetings provide opportunity for clients to influence the choices and types of activities and events that are sponsored or attended by residents.

The following is a partial list of behaviors/symptoms that Davis Guest Home is prepared to address:

1. Serious, psychotic impairment: difficulty self-care in bathing dressing, grooming, toileting, eating; persistently intrusive behavior requiring significant redirection: serious regression which impedes or prevents program participation.
2. Sub-acute danger to self, including suicidal ideation
3. Gross inactivity
4. Basic difficulties in sharing, working out, co-existing in a room with another person.
5. Exaggerated loud outbursts in response to perceived injustices.
6. Problem smoking unauthorized areas.
7. Borrowing, begging or stealing or inappropriate handling of money or property.
8. Medication Compliance.
9. Paranoid perception - which goes unvoiced and sometimes leads to the person acting out of place in the community.
10. Reversed sleep patterns - up all night. sleeping in the day.
11. Sexual acting out.
12. Excessive dependency.

Davis Guest Home is staffed with individuals that have bi-lingual capabilities: two of our administrative staff are fluent in sign language. We stress a multi-cultural approach that is reflected in both our staffing and programming. Staff members regularly receive training in defusing assaultive situations, and utilize early intervention techniques that serve to help prevent hospitalizations in most instances. Resident's personal and incidental funds are placed in trust and may be withdrawn by the client at regular intervals as determined by the resident's service plan, payee, and case management contracts. Davis Guest Home provides transportation to day programs, community events, recreational activities, doctor and medical appointments, and other transportation requirements.

5. Quality Assurance Procedures

At Davis Guest Home qualified personnel distribute medication as directed by psychiatrist or physician at prescribed intervals. Davis Guest Home requires all staff documenting or distributing medication to complete in-service training pertaining to medications.

Davis Guest Home services, facility, programs and records are evaluated annually by the following agencies: State of California Community Care Licensing, Valley Mountain Regional Center, Stanislaus County Ombudsman Program, and Patients Rights Consumer Review Task Force, Stanislaus County.

6. Description of the Facility and Community

Davis Guest Home's operate eight licensed residential care facilities in Stanislaus County. Davis Guest Homes are located close to shopping, restaurants, community parks, libraries and recreational facilities. Davis Guest Homes properties boast beautifully landscaped grounds, BBQ areas, Basketball and sports courts, swimming pool and even an animal enclosure with miniature donkeys, sheep and goats at our Ohio Avenue location. Altogether, Davis Guest Home's provide residential services to 260 residents from more than 30 contracted counties in Northern California.

7. Staff Qualifications and Training

We believe that Davis Guest Home is unique among residential care facilities in Central California with respect to its dedication to providing well-trained, high caliber personnel to serve our residents.

Davis Guest Homes are staff operated facilities. Lonny Davis, Owner/Administrator is involved in the daily operations of the facility. Mr. Davis has been responsible for the administration of Davis Guest Home for over twenty years. His qualifications include Social Science, BA, History, MA, completion of Valley Mountain Regional Center Provider Training Courses, American College of community Care Education Residential Provider Certification, and related training seminars offered by California Association of Residential Care Homes: Stanislaus County: and various other agencies

All Davis Guest Home staff members are fingerprinted and attend courses in CPR, First Aid, and bimonthly in-service training programs. In-service training's provide a forum, which allows discussion and interaction among staff concerning residents, IPP's (Individual Program Plans), residents' day programs, and general progress. Motivation techniques such as recognition and praise, cash bonuses, restaurant gift certificates, etc. are used to award staff demonstrating qualities of personal initiative, diligence and concern for clients' welfare, which we are attempting to promote.

8. Designated Psychiatrist

Davis Guest Home residents are provided psychiatric services by local psychiatrists who are contracted with Davis Guest Home. Psychiatrists visit residents on-site regularly and are on call continuously for emergency consultation.

The psychiatrist that Davis Guest Homes contracts with will bill each counties Department of Mental Health the standard Medi-Cal reimbursement rates for psychiatric appointments provided, as indicated by each patients specific needs.

9. Clients to be Served

Davis Guest Home is unique in that it successfully provides a secure environment for individuals who are placed from a variety of programs reflecting diverse needs and aptitudes. We have been successful in working with individuals who are behaviorally inappropriate in such areas as: non-compliance, defiance, non-assaultive aggressiveness, psychotic ideations, hygiene deficiencies, medication resistance, and substance abuse histories.

Davis Guest Home is licensed for adult population both ambulatory and non- ambulatory.

10. Placement Procedures

A member of our management team personally evaluates potential residents of Davis Guest Home. Davis Guest Home reserves the right to deny placement to any client we feel would not fit into our population or does not meet our placement criteria.

All potential residents will complete an interview process that will entail an examination of records, personal history, medical review, Individual Program Plan, and the pre-placement appraisal form.

11. Emergency Services

Emergency services are provided by Doctors Medical Center, and in some cases may include acute hospitalization at “Doctor’s Behavioral Health Center”. Placing counties and agencies may also choose to transfer an individual back to the county of origin for in-patient acute care. Due to the acuity level of residents receiving care at our Nadine Acute Facility, we are requesting a specific plan of action regarding emergency interventions and hospitalizations for participants in this program.

12. Program Expenses

Each resident is evaluated on an individual basis respecting behavioral and social history, ambulatory status, medical status, special services requested or required, and number of staff hours required to successfully maintaining the resident. Rates for Davis Guest Homes are adjusted annually based upon cost of living increases. A rate current sheet is available upon request.



Fiscal Year 2020-2021 Rate Quote Sheet

Transitional Rate Program/Services:

\$ 1,069.37 SSI *

\$ 1,089.37 SSI/SSA*

\$ 120.00 Daily Patch Rate

***The resident's SSI/SSI monthly residential board and care rate is currently \$1,069.37/\$1,089.37 per month (this monthly amount is subject to annual adjustments by the Federal Government and State of California).**

Augmented services provided by Davis Guest Home such as transportation outside of Stanislaus County, extraordinary staffing requests, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

Before placement; all residents of Davis Guest Homes must have in place some form of medical insurance or provision for medical care and treatments including payment arrangements.

In Special Situations Davis Guest Homes may require an adjustment to the daily rate based Upon acuity, medical complexity, and behavior problems requiring staff interventions beyond typical staff to client ratios. **The rates are \$150.00 for higher acuity and \$800.00 for private rooms.**

Residents who are not removed from Davis Guest Home facilities within 30 days of receiving discharge notice (as stipulated in the Admission Agreement) will be assessed a daily rate of **\$350.00 from day 31 until time they are relocated.**